

CITY OF HUNTINGTON BEACH

MEETING DATE: 3/9/2005

DEPARTMENT ID NUMBER: IS 05-004

CITY OF HUNTINGTON BEACH

Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 3/21/2005	Department ID Number: IS 05-004

REQUEST FOR CITY COUNCIL ACTION**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**SUBMITTED BY:** *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR**PREPARED BY:** Behzad Zamanian, Acting Information Services Director**SUBJECT:** Joint Agreement for Countywide 800 MHz Voice Radio System**Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)**

Statement of Issue: In February 1996 the Orange County Board of Supervisors approved a Joint Agreement for implementation and operation of the Orange County 800 Megahertz Countywide Coordinated Communications System (800 MHz CCCS). During the past several months, the Governance Committee has directed its efforts to the full rewrite of the agreement which is attached for the City Council's consideration.

Funding Source: There is no new funding obligation by approving this agreement; however, the financial obligation this year for Huntington Beach's share of the 800 MHz CCCS backbone cost is \$232,209, which has been approved by Council and budgeted in Account 10042155.67740.

Recommended Action: Approve and execute the Joint Agreement for the Operation, Maintenance and Financial Management of the 800 MHz CCCS dated November 2004, and authorize the Mayor and City Clerk to execute two copies of the Joint Agreement, one for the County Clerk and one original for the City Clerk's records.

Alternative Action(s): There is no practicable alternative action.

Analysis: Prior to the implementation of this system, the various agencies in the county communicated on assigned UHF radio frequencies. These frequencies were not encrypted. The available frequencies were scarce and many had to be shared by other agencies.

Agencies could not communicate with other users outside their agency and users on special assignments that took them outside their jurisdictions could not communicate back to their agencies. The old system was over twenty-years old and obsolete and maintenance support was no longer available. In short, the old system had to be replaced.

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To address these problems, with the County as lead agency, all Orange County agencies participated in a county-wide project to upgrade and replace the communication system at a cost of approximately \$80 million. Motorola was the vendor selected. It is a highly complex system designed to handle over 16,000 radios with only 68 frequencies. To make it work, an equally complex radio infrastructure of radio transmitters and receivers had to be installed in twenty-two locations throughout the county, all controlled by a central station at Loma Ridge. The technical term for this Motorola infrastructure is SmartNet but is referred to as the "backbone" in this agreement. The cost-sharing discussed in this agreement is to pay for the on-going maintenance of the backbone.

On February 6, 1996, the Orange County Board of Supervisors approved the original Joint Agreement for the implementation and operation of the Orange County 800 Megahertz Countywide Coordinated Communications System (800 MHz CCCS). This agreement addressed City/County partnership responsibilities and financial obligations for the implementation of the 800 MHz CCCS in Orange County. It was executed by the then-31 cities and the Orange County Fire Authority.

This agreement was amended by the Board of Supervisors on June 24, 2003, to include the backbone cost-sharing agreement negotiated by the County, 34 cities and the Orange County Fire Authority. Each of the 34 cities and the Orange County Fire Authority executed the amendment.

The initial annual cost that began last year for Huntington Beach's pro-rata share of the system was \$212,373. However, per the terms of the agreement the aggregate percentage amount that the cities must pay increases in the subsequent two years. It began at 49% last year but increases to 54.4% this year (\$232,209) and 59.82% next year (amount to be determined based upon radio count). The percentage does not increase after the third year. The purpose for this three-tiered increase was to help the cash-strapped cities bear the fully loaded financial burden over time.

A Governance Committee of seven individuals was formed to plan this project. It is comprised of the City Managers from Costa Mesa, Lake Forest, Tustin, Santa Ana and from the County: the Sheriff, Deputy CEO from the County Executive Office and the Director for the Resources and Development Management Department. During the past several months, the committee has directed its efforts to the full rewrite of the 800 MHz Joint Agreement. The original Joint Agreement addressed the initial system implementation. This updated Joint Agreement addresses the ongoing partnership responsibilities for the operation, maintenance and financial management of the 800 MHz system, including the backbone cost-sharing amendment. The overall agreement reflects the input of the Orange County City Managers' Association, the Orange County Chiefs' of Police and Sheriff's Association, and the Orange County Fire Chiefs' Association. The Orange County City Managers' Association formally approved the revised 800 MHz Joint Agreement at its October, 2004 meeting.

In keeping with the history of this project, the updated agreement reflects a partnership effort on behalf of the public safety community in Orange County. Each city executed the 800 MHz Joint Agreement in early 1996 and the Amendment to the Joint Agreement in 2003.

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All 34 cities and the Orange County Fire Authority are now being asked to approve the revised Joint Agreement for the Operation, Maintenance and Financial Management of the 800 MHz CCCS, which addresses post-implementation issues.

Attachment 1 provides the final version of the updated agreement for adoption. Attachment 2 includes the strike-out version of the agreement and an April 15, 2004 cover letter from the Orange County Sheriff-Coroner's Office summarizing the rewritten text. Basically, the revisions eliminate the obsolete provisions related to the implementation phase which has been completed. Other changes are non-substantive. There is no fiscal impact to the City by these changes.

Environmental Status: Not applicable.

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Revised 800MHz CCCS Joint Agreement dated November, 2004
21	2.	Original Joint Agreement dated January 30, 1996 showing modifications and cover letter from the County

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ATTACHMENT #1

E-14.4

JOINT AGREEMENT

FOR THE

OPERATION, MAINTENANCE, AND FINANCIAL
MANAGEMENT

OF THE

ORANGE COUNTY

800 MEGAHERTZ

COUNTYWIDE COORDINATED COMMUNICATIONS

SYSTEM

NOVEMBER 2004

**JOINT AGREEMENT FOR THE
OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE
ORANGE COUNTY**

800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This Agreement is entered into on _____, 2005 by and between the Parties listed on Exhibit "A" which is attached hereto and incorporated herein. This Agreement replaces the 1996 Agreement as amended, and to the extent there is a conflict, this Agreement controls. Exhibit "A" identifies the Parties to the Agreement. Exhibit "B" identifies the Partner Agencies currently operating on the system. Exhibit "C" identifies the current Mutual Aid operations on the system as approved by the appropriate body (Orange County Chiefs of Police and Sheriff's Association [OCCOPSA], Orange County Fire Chiefs' Association [OCFCA], Orange County Public Works Committee [OCPWC], or Orange County Lifeguard Committee [OCLC]). Exhibit "D" identifies those Participating Agencies that have joined the system as everyday users but were not original Partners on the system. Partners and Participating Agencies on the 800 MHz CCCS are limited to public entities.

RECITALS:

Whereas, the initial installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the Parties to the Agreement want to define operational, technical and financial requirements and guidelines going forward; and,

Now, Therefore, in consideration of the mutual covenants, conditions, agreements and stipulations hereinafter expressed, the Parties hereby agree as follows:

1. SYSTEM

The 800 MHz CCCS, hereinafter referred to as System, has been implemented in the County of Orange. Said System is described in Contract No. S0000015.95 for an 800 MHz CCCS, dated September 19, 1995, and related Amendments No. 1, 2, 3, 4, 5 and appropriate change orders.

The Parties hereby designate Orange County Sheriff-Coroner Department (OCSA)/Communications Division as the "Lead Agency" in maintaining and enhancing the System.

"Parties" are those public entities which are listed in Exhibit "A."

"Public Works Agency" is defined as, and shall include, all County or City departments that perform public works functions, other than those defined as a Law Enforcement, Lifeguard or Fire Agency. Public Works Agencies include, but are not limited to, Public Works Departments, Municipal Utility Departments, and County agencies including Resources and Development Management Department, John Wayne Airport, Health Care Agency, and Integrated Waste Management Department, and public works functions within County operations such as the Transportation and Facilities Operations functions with the Sheriff's Department and Probation.

"Subsystem" is defined as one of four operational subsystems that use common equipment, each in a similar way, but use different operational procedures. These are referred to as the Law Subsystem, the Fire Subsystem, the Lifeguard Subsystem and the Public Works Subsystem.

"System Backbone" is defined as those portions of the System Backbone that provide the means by which dispatch centers and mobile radios communicate with each other, and is composed of radio infrastructure equipment, microwave equipment, and associated control equipment.

"System Field Equipment" is defined as that portion of the System that uses the System Backbone for communications and consists of dispatch center equipment, mobile radios, and portable radios.

3.

OPERATIONAL POLICIES – LAW ENFORCEMENT SUBSYSTEM

The Orange County Chiefs of Police and Sheriff's Association (OCCOPSA) is an established organization composed of representatives from the Sheriff's Department, City Police Departments, District Attorney's Office and Probation Department. The OCCOPSA Communications Committee has been delegated by OCCOPSA the responsibility for operational policy development for the Law Enforcement Subsystem. Partner and Participating agencies agree that operational policy for the Law Enforcement Subsystem shall be developed by the OCCOPSA Communications Committee and ratified where appropriate by the OCCOPSA, in accordance with the terms and conditions of this Agreement.

4.

OPERATIONAL POLICIES – FIRE SUBSYSTEM

The Orange County Fire Chiefs' Association (OCFCA) is an established organization composed of representatives from the Orange County Fire Authority and City Fire Departments. The OCFCA Communications Committee has been delegated by OCFCA the responsibility for operational policy development for the Fire Subsystem. Partner and Participating agencies agree that operational policy for the Fire Subsystem shall be developed by the OCFCA Communications

policies shall be reviewed by the OCFA Communications Committee, and if not resolved, then reviewed by the OCFA. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.3

Lifeguard Subsystem

The administration and ongoing development of the Lifeguard Subsystem operational policy has been delegated to the OCLC Communications Committee. That Committee reports to the OCLC. Policies developed by OCLC for the operations of the Lifeguard Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCLC Communications Committee, and if not resolved, then reviewed by the OCLC. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.4

Public Works Subsystem

The administration and ongoing development of the Public Works Subsystem operational policy has been delegated to the OCPWC. Policies developed by OCPWC for the operations of the Public Works Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCPWC. Any unresolved dispute may be appealed to the Governance Committee for final decision.

7.5

Standard Operating Procedures

Except as provided in Section 11.3 ("Security"), individual subsystem operational policy, as well as policy affecting all users, shall be published in the 800 MHz CCCS Standard Operating Procedures (SOP). The SOP will be the source of all radio system operational policies and procedures established by the various subsystems. The SOP is maintained by OCSD/Communications and will be updated any time an approved change is made to this document.

7.6

System Priorities

Public Safety, consisting of City and County Law Enforcement and Fire Agencies dispatch functions and individual radio emergency buttons, shall have System operational priority over all law/fire/public works non-life threatening operations when and if it is necessary to establish System priorities.

Orange County Mutual Aid Plan for the Use of the 800 MHz Local Mutual Aid Channels

The plan was prepared by OCSD/Communications Division and approved by the Partner and Participating Agencies, based upon approval by OCCOPSA, OCFCFA, OCPWC and OCLC, as appropriate.

9.3 Mutual Aid Priorities

Partner and Participating Agencies who from time to time have need to communicate with Law Enforcement or Fire Agencies during emergencies or in their daily support of Law Enforcement or Fire Agencies will be allowed to access the Law Enforcement or Fire Subsystems as approved by those respective agencies. Such use may include the day-to-day operations of said non-Law Enforcement and non-Fire Partner and Participating Agencies on a non-interfering, prioritized basis. This use shall be subject to approval of OCCOPSA and the OCFCFA as it affects their respective communications.

10.0 RELINQUISHING EXISTING OPERATING CHANNELS

Existing Partner and Appropriate Participating Agencies operate existing systems on a variety of radio channels licensed by the FCC. Both the FCC and the Southern California Regional Plan, approved by the FCC on November 21, 1989 for the implementation of new systems using the 800 MHz spectrum, require that Partner and Participating Agencies that transfer operation to the new 800 MHz channels must give back licenses on existing system frequencies. These "give-up" channels will then be redistributed to meet the needs of other agencies in Southern California which have not been met with the limited 800 MHz channels available.

Partner and Participating Agencies entering into this Agreement agree to "give up" channels licensed on existing systems that are replaced by the new System. FCC licenses on these "give-up" channels shall be returned to the FCC for cancellation not more than thirty (30) days after transfer and acceptance of law enforcement and/or public works operations to the System.

An exception to the paragraph above is when Partner and Participating Agencies who, as a result of transferring law enforcement operations to the System, subsequently move other public works operations to their current 460 MHz channels. In this case, Partner and Participating Agencies agree to relinquish the previously used 460 MHz channels to public works operations within thirty (30) days of completion of the transfer to the 800 MHz System and such a transfer to public works must occur within one hundred eighty (180) days of transfer of law enforcement operations to the System (FCC requirement), at which time the previously-used public works FCC licenses on these "give-up" channels must be returned to the FCC for cancellation not more than thirty (30) days after transfer of public works operations to the 460 MHz channels.

System. OCSD/Communications shall compile a list of this approved equipment and make it available to all Partner and Participating Agencies. In the future, as newer equipment from the original vendor or other vendors become available, OCSD/Communications shall evaluate it for compatibility with the System and make recommendations to the Technical Liaison Committee. Any equipment that meets the technical criteria for operation on the System shall be added to the approved list. OCSD/Communications will be responsible for negotiating pricing on new equipment with recommendations forwarded to the Governance Committee for final approval.

11.5 Technical Standards and Equipment Evaluation

The OCSD/Communications Division maintains engineering and technical staff whose task is to maintain, manage and operate the 800 MHz CCCS. Technical management of the System shall continue to be the responsibility of OCSD/Communications Division. County technical staff shall evaluate new radio subscriber equipment for adherence to technical standards prior to the Technical Liaison Committee for approval and to the vendor requesting equipment evaluation. Any disputes regarding the technical evaluation of equipment will be referred to the OCCOPSA Communications Committee, OCFCA Communications Committee, OCLC Communications Committee, and OCPWC, with final approval by the Governance Committee.

12.0 SYSTEM MODIFICATION COST APPROVALS

Any Law Enforcement Subsystem modification or other action proposed by OCCOPSA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Fire Subsystem modification or other action proposed by the OCFCA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Lifeguard Subsystem modification or other action proposed by the OCLC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Public Works Subsystem modification or other action proposed by the PWPC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

- OCSD/Communications shall obtain the approval of the Governance Committee to determine the appropriate additional terms, conditions, and costs to be included in said separate agreement.
- Any such new Participating Agency hereafter who shall desire to become a party to this Agreement may do so by executing a copy of this Agreement, as well as the separate agreement if applicable.
- Compensation may take the form of improvement or modification of System or other contribution for the benefit of all Partner or Participating Agencies.

14. EQUIPMENT FACILITIES AND STRUCTURES

Additional facilities, structures, and modifications may be needed to implement the System, including System Backbone facilities and System Field Equipment facilities (e.g., dispatch centers).

14.1 System Backbone Facilities

In the event of a decision by the Governing Authorities to financially support expanding or modifying existing facilities, or adding new County radio structures or facilities as necessary, to support the implementation of the System Backbone, the County shall be responsible as lead agency to implement these expansions, modifications, or additions.

14.2 Field Equipment Facilities

Individual Partner or Participating Agency shall, at its sole Partner or Participating Agency expense, expand or modify its existing structures, facilities, or dispatch centers as required to support the installation or enhancement of Partner or Participating Agency System Field Equipment.

15. SYSTEM MODIFICATIONS AND COST SHARING

15.1 System Modifications

System modifications may be needed from time to time to meet the changing needs of Partner and Participating Agencies. System modifications, expansions or enhancements will not be allowed without technical review by the County and approval by the Governance Committee. System modifications recommended by County and agreed to by the Governance Committee will then be forwarded to Governing Authorities for approval, as appropriate, and implemented by County.

Cost sharing of future System Backbone modifications shall be determined based on the benefit to be derived by individual Partner or Participating Agencies.

The contribution made by Participating Agencies will be calculated based on a per radio cost, which will be calculated on an annual basis by dividing the total operating and infrastructure backbone cost, by the total number of radios. The calculated contributions for the Participating Agencies will then be deducted from the total backbone cost-sharing expense. The remaining amount will be used to calculate the City, OCFA and County obligations consistent with 15.2.A.3. above.

Emergency radios held in a separate pool will not be included in the radio counts for backbone cost-sharing purposes. Radios, as identified by the Partner or Participating Agencies, that are set aside strictly for the purpose of an emergency activation or some other emergency situation, and are not used for any other purpose, will be excluded from backbone cost-sharing counts. Serial numbers for these radios are to be provided by the Partner or Participating Agency. The OCSD/Communications Division will run random radio traffic checks on those radios identified as emergency radios and will advise department heads if any ongoing traffic is occurring.

15.3 Cities/OCFA Payment of FY 02-03 Backbone Costs

- A. County is authorized to transfer from the County's Site Development and Infrastructure Fund to the County General Fund, an amount equal to the Cities' and OCFA's FY 02-03 share of cost for System Backbone operations. The purpose of this transfer is to finance Cities' and OCFA's FY 02-03 share of the System Backbone costs and to allow cities and OCFA to pay said costs over a period of time. Furthermore, it allows the County to receive said amount in its General Fund as was budgeted for FY 02-03.
- B. Each city and OCFA will amortize its share of the FY 02-03 System Backbone costs, interest free, over a period of 5 years, commencing July 1, 2003, by paying back to County 20% of its share of the FY 02-03 System Backbone cost each year thereafter for five years. Each city and OCFA shall make this payment to County along with its regular System Backbone cost-sharing expense payment for that particular fiscal year.

15.4 Annual Payment

Commencing July 1, 2003, and continuing each year thereafter, each city and OCFA will contribute 100% of its allocated share of the System Backbone costs based on the formula set forth in 15.2.A above. Said payments shall be made on a quarterly basis in advance within thirty days of billing.

15.7 New Participating Agencies

New users of the System shall be charged pursuant to the policy established by the Governance Committee under Sections 13.1 and 16 of the 800 MHz CCCS Joint Agreement.

15.8 Budget/Year-End Settlement

- A. The 800 MHz budget and allocation of expenses will be submitted for approval to the Governance Committee ninety (90) to one hundred and twenty (120) days in advance of each fiscal year and communicated to the Partner and Participating Agencies for purposes of including same in their budgets for the next fiscal year.
- B. As soon as practicable following the end of each fiscal year, a final independent audit or a financial review as stipulated by the Governance Committee, shall be performed to determine the actual cost of backbone system operations, infrastructure and maintenance costs for that fiscal year. The findings of this audit or financial review shall be made known to the Partners and Participating Agencies on the 800 MHz CCCS. Thereafter, to the extent there have been contributions made by the Partners and Participating Agencies which exceed the actual cost of operations and maintenance, the amount of said excess contributions shall be credited to each party in the same proportion as was used to create the excess. Any excess for operational expenses shall be deducted from each entity's fiscal year obligation for the following fiscal year. In the event of a shortfall, each party shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.
- C. Contributions made to infrastructure by each Partner Agency and Participating Agency will be held in either the specific County Account (15L) designated for 800 MHz CCCS infrastructure or system upgrades or in the third-party escrow account as determined by the Governance Committee. In either case, interest earnings will be allocated to these specific funds. Whether the Governance Committee determines that these funds will be held in a third-party escrow account or a County fund, the fees for this account will be included as a backbone cost-sharing expense. As designated under the 800 MHz Escrow Agreement, unless otherwise modified, escrow account funds can only be spent for Motorola expenditures in support of system enhancements or infrastructure costs.
- D. Should any Partner Agency or Participating Agency fail to make its appropriate payments when due, the County shall take action as is appropriate to obtain such payment. Nothing in this Agreement shall be construed as the County's exclusive remedy for the remediation of

The County shall be responsible for coordinating access to the System, training new users in operational and security procedures, and assuring compliance with technical standards. The new Agency may be responsible for the cost of these services.

16.1 Adding Participating Agencies: Newly Incorporated or Contract Cities

Cities presently contracting for law enforcement, fire or public works services from the County or other Participating Agencies may in the future desire to form their own departments. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to an independent city system similar to other cities.

Any System Field Equipment or other costs associated with the transition of a New City or Contract City to the System shall be the responsibility of the city unless addressed in a separate agreement with County.

16.2 Consolidation of Law Enforcement Agencies, Public Works Agencies or Fire Agencies

Cities presently contracting for law enforcement, fire or public works services from the County or other Partner or Participating Agencies may in the future desire to consolidate with other departments to form regionalized systems. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to a consolidated system.

Any System Field Equipment or other costs associated with the transition of a Contract City or Independent City to form with others in a consolidated unit shall be the responsibility of the consolidated entity, unless addressed in a separate agreement with the County.

16.3 Adding Non-City/Non-County Participating Agencies

Newly formed Non-City/Non-County Participating Agencies that do not participate in the System in its initial implementation may desire to use the System. County shall work with any such Participating Agency to develop an appropriate system design and implementation plan to transition to the System after approval is recommended by OCCOPSA, OCFCA, OCLC, and OCPWC, as appropriate, and approved by the Governance Committee.

An agency that does not participate in the original purchase and cost sharing of the System Backbone shall contribute a share of the System cost consistent with Section 13.1. Funds from this account may be used for Backbone System enhancements for the benefit of all Partners and Participating Agencies. Enhancements shall be recommended by the Technical Liaison Committee and OCCOPSA, OCFCA, OCLC, and OCPWC as appropriate, with final approval by

The Governance Committee shall be responsible for recommending 800 MHz Project operating and capital improvement budgets that are jointly funded by the Parties to the Agreement. The appropriate Governing Authorities will be responsible for approving these budgets through the backbone cost-sharing approval process.

Committee members, as identified below, will also be responsible for coordinating with their appropriate associations/agencies on issues involving Governing Body approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Chief Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Resources and Development Management Department Director, or Designee

Each must designate and name an alternate as a voting member if member cannot attend.

19. AGREEMENT AMENDMENT PROCESS

This Agreement may be amended or modified by consent of all of the Governing Authorities representing the Parties.

20. WITHDRAWAL FROM SYSTEM

This Agreement shall take effect as above dated. This Agreement may be terminated by any Parties or Participating Agencies to the Agreement as listed on Exhibit "A" or Exhibit "C" as to that Party or Participating Agency by serving written notice of termination on the County and after meeting its financial obligations under this Agreement. After the expiration of sixty (60) days from the giving of such notice, the Party or Participating Agency so electing to withdraw shall cease to be a Party or Participating Agency to this Agreement. Such termination shall not relieve said Party or Participating Agency or other Party of any financial obligation assumed as part of this Agreement. (Said Party and Participating Agency shall still be obligated to pay its backbone cost-sharing expense for that fiscal year and its annual flat fee expense for that fiscal year if the Party or Participating Agency is participating in the flat fee program.) The Party or Participating Agency terminating shall not be responsible for any financial obligations assumed by the other Parties or Participating Agencies hereto subsequent to said termination. Similarly, it is understood that County has ownership of the System Backbone and certain backbone sites, as well as FCC licenses presently owned by the County, and upon any termination by any Parties

IN WITNESS WHEREOF, the Parties and Participating Agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

ORANGE COUNTY FIRE AUTHORITY

By: 

Board of Supervisors

Dated: 11-23-04


By: _____

Chairman

Dated: _____

Approved As to Form:
County Counsel

ATTEST:


11-10-04

Clerk of the Authority

CITY OF: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

Authority Counsel

By: _____

Dated: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:
City Attorney



SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

ATTEST: 

DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

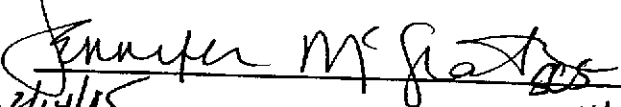

2/14/05 2-14-05

EXHIBIT A
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTIES TO AGREEMENT

CITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Newport Beach	City Manager	3300 Newport Blvd. Newport Beach, CA 92663-3884	949/644-3000
Orange	City Manager	300 East Chapman Ave. Orange, CA 92866	714/744-2222
Placentia	City Administrator	401 East Chapman Ave Placentia, CA 92870	714/993-8117
Rancho Santa Margarita	City Manager	22112 El Paseo Rancho Santa Margarita, CA 92688	949/635-1800 ext. 210
San Clemente	City Manager	100 Avenida Presidio San Clemente, CA 92672	949/361-8322
San Juan Capistrano	City Administrator	32400 Paseo Adelanto San Juan Capistrano, CA 92675	949/443-6317
Santa Ana	City Manager	20 Civic Center Plaza Santa Ana, CA 92701	714/647-5200
Seal Beach	City Manager	211 8th Street Seal Beach, CA 90740	562/431-2527 ext. 300
Stanton	City Manager	7800 Katella Avenue Stanton, CA 90680-3162	714/379-9222 ext. 240
Tustin	City Manager	300 Centennial Way Tustin, CA 92780	714/573-3010
Villa Park	City Manager	17855 Santiago Blvd. Villa Park, CA 92861	714/998-1500
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue P. O. Box 87014 Yorba Linda, CA 92886	714/961-7110
West Cities Communications Center (West-Comm)	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243

EXHIBIT B

CITY USERS	LAW	PUBLIC WORKS	LIFEGUARD	FIRE
ALISO VIEJO	SHERIFF			OCFA
ANAHEIM	X	X		X
BREA	X	X		X
BUENA PARK	X	X		OCFA
COSTA MESA	X	X		X
CYPRESS	X	X		OCFA
DANA POINT	SHERIFF	X		OCFA
FOUNTAIN VALLEY	X	X		X
FULLERTON	X	X		X
GARDEN GROVE	X	X		X
HUNTINGTON BEACH	X	X	X	X
IRVINE	X	X		OCFA
LA HABRA	X	X		X
LA PALMA	X	X		OCFA
LAGUNA BEACH	X	X	X	X
LAGUNA HILLS	SHERIFF	X		OCFA
LAGUNA NIGUEL	SHERIFF	X		OCFA
LAGUNA WOODS	SHERIFF			OCFA
LAKE FOREST	SHERIFF			OCFA
LOS ALAMITOS	X	X		OCFA
MISSION VIEJO	SHERIFF	X		OCFA
NEWPORT BEACH	X	X	X	X
ORANGE	X	X		X
PLACENTIA	X	X		OCFA
RANCHO SANTA MARGARITA	SHERIFF			OCFA
SAN CLEMENTE	SHERIFF	X	X	OCFA
SAN JUAN CAPISTRANO	SHERIFF	X		OCFA
SANTA ANA	X	X		X
SEAL BEACH	X	X	X	OCFA
STANTON	SHERIFF	X		OCFA
TUSTIN	X	X		OCFA
VILLA PARK	SHERIFF	X		OCFA
WESTMINSTER	X	X		OCFA
YORBA LINDA	BREA	X		OCFA
WEST-COMM	X			
METRONET				X
COUNTY USERS	LAW	PUBLIC WORKS	LIFEGUARD	FIRE
DISTRICT ATTORNEY	X			
HCA		X		
IWMD		X		
JOHN WAYNE AIRPORT	X	X		
PROBATION	X			
RDMD		X	X	
SHERIFF-CORONER	X			
OCFA				X

EXHIBIT C
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
MUTUAL AID USERS

MUTUAL AID USERS	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
AFRC Fire Department	Tom McKinnon	4250 Constitution Los Alamitos, CA 90720	562/795-2144
AMR Ambulance	Ernie Chavez	10662 Stanford Ave. Garden Grove, CA 92840	714/638-6200
Boeing Fire Department	Scott Bolton	2600 Westminster Blvd. Seal Beach, CA 90740	562/797-3188
California Highway Patrol Helicopters	Bob Fablee	3865-A W. Commonwealth Ave. Fullerton, CA 92833	714/449-7091
California State Parks	Ken Kramer	8471 North Coast Highway Laguna Beach, CA 92651	949/497-1582
California State University Fullerton Police and Fire Departments	Sgt. Bob Baker	P.O. Box 6806 Fullerton, CA 92834-6806	714/278-2904
Camp Pendleton Fire Department	Chief Timothy Hoover	PO Box 555211 Camp Pendleton, CA 92055	760/725-4321
Care Ambulance	Rick Richardson	8932 Katella Ave., Suite 201 Anaheim, CA 92804	714/828-7750
CDF Riverside Fire Department	Chief Mike Burton	210 W. San Jacinto Ave Perris, CA 92570	951/940-6900
Corona Fire Department	Deputy Chief Marcus Billington	815 W. 6 th Street Corona, CA 92882	909/736-2220
Disneyland Fire Department	Lon Cahill	1313 S. Harbor Blvd. Anaheim, CA 92803-3232	714/781-4666
Doctor's Ambulance	Jim Ignacio	23091 Terra Drive Laguna Hills, CA 92653	949/951-8535 ext. 206
Emergency Ambulance	Jim Karras	3200 East Birch #A Brea, CA 92821	714/990-1742
FBI	Dan Koch	11000 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90024	310/996-3720
Huntington Beach Union High School District Police	Scott Atkinson	10251 Yorktown Ave. Huntington Beach, CA 92646-2999	714/536-7521
La Habra Heights Fire Department	John Nielsen	1245 N. Hacienda Road La Habra Heights, CA 90631	562/694-8283
Laguna Beach County Water District	Dennis Hoffer	306 Third Street Laguna Beach, CA 92651	949/497-2585
Los Angeles County Sheriff Aero Bureau Aero Bureau	Capt. James DiGiovanna	3235 Lakewood Blvd. Long Beach, CA 90808	562/421-2701

E-14.19

EXHIBIT D
800 MHz COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM
PARTICIPATING AGENCIES

AGENCY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #

**INTENTIONALLY
LEFT
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ATTACHMENT #2

E-14.21



SHERIFF-CORONER DEPARTMENT
COUNTY OF ORANGE
CALIFORNIA

MICHAEL S. CARONA
SHERIFF-CORONER

COMMUNICATIONS

840 N. ECKHOFF STREET
SUITE 104
ORANGE, CA 92868-1021
(714) 704-7900
FAX (714) 704-7902

ASSISTANT SHERIFFS
JO ANN GALISKY
DON HAIDL
KIM MARKUSON
DOUG STORM

April 15, 2004

To: 800 MHz Governance Committee Members

From: *[Signature]* Susan Markey, Administrative Manager, OCSD/Communications

Subject: Rewrite of 800 MHz CCCS Joint Agreement

The 800 MHz CCCS Backbone Cost-Sharing/Joint Agreement Subcommittee held a final meeting on April 8th to review a final draft of the 800 MHz Joint Agreement Amendment in revision mode. Several changes were made and are reflected in the attached draft. The black reflects original wording of the Joint Agreement that remains unchanged. The red highlighting reflects changes that were distributed to the law, fire, public works and lifeguard communities for comment in November 2003. The blue highlighting reflects proposed changes since that date.

I have also included a clean copy of the final draft agreement so that you can view the new document as now proposed.

The attached draft in revision mode reflects a number of assumptions that have been highlighted in blue as follows:

1. Key definitions are reflected as follows:
 - a. Governing Authorities: The Governing Authorities include the governing bodies for the original partners to the system, including the County of Orange, the 34 cities, and the Orange County Fire Authority.
 - b. Partner Agencies: The Partner Agencies include those law enforcement, fire services, lifeguard, paramedic and public works operations that are governed by the Governing Authorities.
 - c. Participating Agencies: Participating agencies are those agencies that have joined the 800 MHz CCCS for everyday use since its original inception, do not have a role in defining its operation, and are paying to join the system based on a predefined allocation. (To date, none has joined.)

E-14.22
PROUDLY SERVING THE UNINCORPORATED AREAS OF ORANGE COUNTY AND THE FOLLOWING CITIES AND AGENCIES:

ALISO VIEJO • DANA POINT • LAGUNA HILLS • LAGUNA NIGUEL • LAGUNA WOODS • LAKE FOREST • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO • STANTON • VILLA PARK
HARBORS, BEACHES & PARKS • JOHN WAYNE AIRPORT • OCTA • SUPERIOR COURT

DRUG USE
IS
LIFE ABUSE

DRAFT

JOINT AGREEMENT

FOR THE

~~IMPLEMENTATION AND~~
OPERATION, MAINTENANCE, AND FINANCIAL
MANAGEMENT

OF THE

ORANGE COUNTY

800 MEGAHERTZ

COUNTYWIDE COORDINATED COMMUNICATIONS

SYSTEM

~~JANUARY 30, 1996~~

E-14.23

**JOINT AGREEMENT FOR THE
IMPLEMENTATION OPERATION, MAINTENANCE AND FINANCIAL
MANAGEMENT OF THE ORANGE COUNTY**

800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This Agreement is entered into on ~~April 24, 1996~~ _____, 2004 by and between the Parties listed on Exhibit "A" which is attached hereto and incorporated herein. (~~Exhibit A will need to be~~ has been updated to include Aliso Viejo, Laguna Woods, and Rancho Santa Margarita. ~~Discuss how to treat mutual aid operations including base hospitals, ambulance companies, paramedic receiving hospitals, etc.)~~ Exhibit B has been updated and includes the Partner Agencies and Mutual Aid Agencies currently operating on the system and Mutual Aid Operations on the system. Exhibit C has been added and includes the current list of Mutual Aid operations on the system, including base hospitals, ambulance companies, paramedic receiving hospitals, etc., and will be updated as the appropriate body (Orange County Chiefs of Police and Sheriff's Association, Orange County Fire Chiefs' Association, Orange County Public Works Committee, or Orange County Lifeguard Committee) authorizes any additional mutual aid operations for inclusion. Exhibit D includes those Participating Agencies that have joined the system as everyday users but were not original Partners on the system. Partners and Participating Agencies on the 800 MHz CCCS are limited to public entities.

WITNESSETH:

Whereas, the initial installation and implementation ~~maintenance and operation~~ of a Countywide Coordinated Law Enforcement/Public Works/Fire Radio Communications System, to be known as the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS), is ~~desirable~~, has been completed,

And Whereas, the Parties to the Agreement want to define operational, technical and financial guidelines going forward,

Now, Therefore, in consideration of the mutual covenants, conditions, agreements and stipulations hereinafter expressed, the Parties hereby agree as follows:

1. SYSTEM

The 800 MHz CCCS, hereinafter referred to as System, ~~shall be~~ has been implemented in the County of Orange. Said System is described in Contract No. S0000015.95 for an 800 MHz CCCS, dated September 19, 1995, and related Amendments No. 1, 2, 3 (~~anticipated soon for successor equipment~~) and appropriate change orders.

The Parties hereby designate ~~County of Orange GSA~~ Orange County Sheriff-Coroner Department (OCSA)/Communications Division as the "Lead Agency" in ~~acquiring and implementing~~ operating, maintaining and enhancing the System.

E-14.24

"Non-City/Non-County User" is defined as a special district, water district, sanitation district, or similar governmental or quasi-governmental agency. These are not Participating Agencies. ~~(Need clarification: Are Users and Participating Agencies one and the same?)~~

"Participating Agency" is any agency that has joined the 800 MHz CCCS for everyday use since its original inception, but does not have a role in defining its operation and is paying to join the system based on a predefined allocation.

"Participating Partner Agencies" are those agencies identified in Exhibit "B" that will be operating on the 800 MHz System. (The original Joint Agreement Exhibit B is attached but will need to be updated to reflect new City operations added to the 800 MHz CCCS.) ~~Revisit definition of "Participating Agencies". Should CHP, Santa Ana Unified School District, State Parole join, should they be defined as participating agencies versus City and County agencies/departments and OCFA as original partners?~~

"Parties" are defined as the County of Orange, incorporated cities in the County of Orange, and Orange County Fire Authority, which are listed in Exhibit "A." ~~(As noted earlier, how do we want to address future agencies that join the system for day-to-day operations?)~~

"Public Works Agency" is defined as, and shall include, all County or City departments, other than those defined as a Law Enforcement, Lifeguard or Fire Agency. Public Works Agencies include, but are not limited to, Public Works Departments, Municipal Utility Departments, and County agencies including ~~Public Facilities and Resources Department Resources and Development Management Department, John Wayne Airport, Health Care Agency, and Integrated Waste Management Department, and public works functions within County operations such as the Transportation and Facilities Operations functions with the Sheriff's Department and Probation. (There are public works functions within Sheriff's Department and Probation such as Transportation and Facilities Operations. Expand definition?)~~

"Subsystem" is defined as one of three four operational subsystems that use common equipment, each in a similar way, but use different operational procedures; these are referred to as the Law Subsystem, the Fire Subsystem, the Lifeguard Subsystem and the Public Works Subsystem. The Governance Committee must assure operational integration of all three four systems.

"System Backbone" is defined as those portions of the System Backbone that provide the means by which dispatch centers and mobile radios communicate with each other, and is composed of ~~mobile-relay~~ radio infrastructure equipment, microwave equipment, and associated control equipment. ~~(May want to update definition, e.g., mobile-relay equipment.)~~

4.

OPERATIONAL POLICIES – FIRE SUBSYSTEMS

~~The Orange County Fire Chiefs' Association, hereinafter referred to as "OCFCA," is an established organization composed of representatives from the City Fire Departments and the Orange County Fire Authority. The OCFCA Communications Committee, in cooperation with County, has heretofore recommended operational policy for the present fire communications system; consulted with County on present fire communications system upgrades, and made recommendations for the use of the present fire communications system by other users who provide operational support to fire departments. It is appropriate to direct the OCFCA Communications Committee to continue its established role in the operation of the new System. Therefore, OCFCA, based on recommendations provided by the Communications Committee, shall consult with County to determine and recommend to Fire Agencies future modifications of Fire Subsystems and develop operational policies for Fire Subsystems, in accordance with the terms and conditions of this Agreement.~~

~~The designation of OCFCA, as the organization representing Fire Agencies, can be changed by these Fire Agencies only once in each five (5) year period. When the majority respond affirmatively to such a recommended change, the County shall request nominations for a replacement group and shall arrange for a vote of the Fire Agencies to determine the organization, group, or committee that shall advise on operational policy. The new organization will assume office not earlier than thirty (30) days after the balloting.~~

The Orange County Fire Chiefs' Association (OCFCA) is an established organization composed of representatives from the Orange County Fire Authority and City Fire Departments. The OCFCA Communications Committee has been delegated by OCFCA the responsibility for operational policy development for the Fire Subsystem. Partner and Participating agencies agree that operational policy for the Fire Subsystem shall be developed by the OCFCA Communications Committee and ratified where appropriate by the OCFCA, in accordance with the terms and conditions of this Agreement.

5.

OPERATIONAL POLICIES – LIFEGUARD SUBSYSTEM

The Orange County Lifeguard Committee (OCLC) is an established organization composed of or of representatives from the City and County Lifeguard Departments. The OCLC Communications Committee has been delegated by OCLC the responsibility for operational policy development for the Lifeguard System. Partner and Participating agencies agree that operational policy for the Lifeguard System shall be developed by the OCLC Communications Committee and ratified where appropriate by the OCLC, in accordance with the terms and conditions of this Agreement.

The administration and ongoing development of the Law Enforcement Subsystem operational policy has been delegated to the OCCOPSA Communications Committee. That Committee reports to the OCCOPSA. Policies developed by OCCOPSA for the operations of the Law Enforcement Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCCOPSA Communications Committee, and if not resolved, then reviewed by the OCCOPSA. Any unresolved dispute may be appealed to the Governance Committee for decision.

6.3 7.2

Fire Subsystems

~~Fire Subsystems operational policy shall be established by the OCFCA based on recommendations provided by the OCFCA Communications Committee. Said policies shall ensure that each participant in the System is treated equitably and that each Participating Agency has sufficient communications authorized to meet their legitimate needs. Any dispute between Participating Agencies over operational policies established by the OCFCA shall be reviewed by the OCFCA Communications Committee with recommendation to OCFCA. When the dispute cannot be resolved by the OCFCA, the parties may present their dispute to the Governance Committee for decision.~~

The administration and ongoing development of the Fire Subsystem operational policy has been delegated to the OCFCA Communications Committee. That Committee reports to the OCFCA. Policies developed by OCFCA for the operations of the Fire Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCFCA Communications Committee, and if not resolved, then reviewed by the OCFCA. Any unresolved dispute may be appealed to the Governance Committee for decision.

6.3 7.3

Lifeguard Subsystem

The administration and ongoing development of the Lifeguard Subsystem operational policy has been delegated to the OCLC Communications Committee. That Committee reports to the OCLC. Policies developed by OCLC for the operations of the Lifeguard Subsystem shall ensure that each participant is treated equitably and has sufficient communications capability to meet its legitimate needs. Any dispute between Partner and Participating Agencies over operational policies shall be reviewed by the OCLC Communications Committee, and if not resolved, then reviewed by the OCLC. Any unresolved dispute may be appealed to the Governance Committee for decision.

when the policy is of an emergency nature and immediate implementation is necessary for safety purposes. All emergency decisions shall be reviewed by the appropriate Subsystems as described above within the thirty (30)-day period.

The intent of this review is to assure that decisions made by any one subsystem do not adversely affect the operation of any other group and to promote and ensure interoperability and compatibility.

~~7.1~~ ~~Law Enforcement Subsystems~~

~~To ensure that operational policy developed by the Communications Committee of the OCCOPSA is compatible with all of the other systems, such policy shall be subject to review by the Participating Agencies' representatives in the Public Works Subsystem and the Fire Subsystems. A thirty (30) day review period prior to policy implementation shall ensure appropriate time for review. Exceptions can be made when the Committee declares the operational policy is of an emergency nature and immediate implementation is necessary for safety purposes, but all such emergency decisions shall be reviewed by the Participating Agencies as described above and within the thirty (30) day period noted.~~

~~7.2~~ ~~Public Works Subsystems~~

~~Any proposed action by PWPC, pursuant to the section titled "Operational Policies: Public Works Subsystems" above, shall be subject to a thirty (30) day review by the Participating Agencies' representatives in the Law Enforcement and Fire Subsystems. Should any Participating Agency object to said action by the PWPC, said action shall require the approval of all members of the PWPC prior to implementation.~~

~~7.3~~ ~~Fire Subsystems~~

~~Any proposed action by OCFCFA, pursuant to the section titled "Operational Policies: Fire Subsystems" above, shall be subject to a thirty (30) day review by Participating Agencies' representatives in the Law Enforcement and Public Works Subsystems. Should any Participating Agency object to said action by OCFCFA, said action shall require the approval of the members of the OCFCFA prior to implementation. Exceptions can be made when OCFCFA declares the operational policy is of an emergency nature and immediate implementation is necessary for safety purposes, but all such emergency decisions shall be reviewed by the Participating Agencies as described above and within the thirty (30) day period noted.~~

~~8- 9.~~ **MUTUAL AID**

~~8.1~~ **9.1 Mutual Aid Policies and Procedures**

RELINQUISHING EXISTING OPERATING CHANNELS

Note: This section is still a requirement. The Santa Ana Public Works and Anaheim Public Utilities Department channels have yet to be transitioned. At a minimum, the cities of San Clemente, Seal Beach and Mission Viejo have yet to fully transition their Public Works operations to the 800 MHz system (if at all). Should outside agencies join the 800 MHz CCCS, the give-up requirement would still stand on their channels.

Existing Partner and Appropriate Participating Agencies operate existing systems on a variety of radio channels licensed by the FCC. Both the FCC and the Southern California Regional Plan, approved by the FCC on November 21, 1989 for the implementation of new systems using the 800 MHz spectrum, require that Partner and Participating Agencies that transfer operation to the new 800 MHz channels must give back licenses on existing system frequencies. These "give-up" channels will then be redistributed to meet the needs of other agencies in Southern California which have not been met with the limited 800 MHz channels available.

Partner and Participating Agencies entering into this Agreement agree to "give up" channels licensed on existing systems that are replaced by the new System. FCC licenses on these "give-up" channels shall be returned to the FCC for cancellation not more than thirty (30) days after transfer and acceptance of law enforcement and/or public works operations to the System.

An exception to the paragraph above is when Partner and Participating Agencies who, as a result of transferring law enforcement operations to the System, subsequently move other public works operations to their current 460 MHz channels. In this case, Partner and Participating Agencies agree to relinquish the previously used 460 MHz channels to public works operations within thirty (30) days of completion of the transfer to the 800 MHz System and such a transfer to public works must occur within one hundred eighty (180) days of transfer of law enforcement operations to the System (FCC requirement), at which time the previously-used public works FCC licenses on these "give-up" channels must be returned to the FCC for cancellation not more than thirty (30) days after transfer of public works operations to the 460 MHz channels.

Any city that does not have a 460 MHz law enforcement "give-up" GREEN channel to use for public works may be able to use another city's "give-up" 460 MHz GREEN channel in a cellular re-use pattern. ~~as is done currently with the law enforcement GREEN channels.~~

SYSTEM TECHNICAL MANAGEMENT

Proper operation of a modern, trunked, multi-channel communications System requires centralized technical coordination. ~~The interactive nature of these systems requires that standards be established and adhered to rigorously. Laxity~~

the original vendor or another other vendors becomes available, the Technical Liaison Committee County shall evaluate it for compatibility with the System and make recommendations to the Technical Liaison Committee. Any equipment that meets the technical criteria for operation on the System shall be added to the approved list. OCSD/Communications will be responsible for negotiating pricing on new equipment with recommendations forwarded to the Governance Committee for final approval.

10.4 11.5 Technical Standards and Equipment Evaluation

~~The County of Orange GSA~~ OCSD/Communications Division maintains engineering and technical staff whose task is to maintain, manage and operate existing multi-user Backbone Systems, the 800 MHz CCCS. Technical management of the System shall continue to be the responsibility of the ~~Orange County GSA~~ OCSD/Communications Division. County technical staff shall evaluate new radio subscriber equipment for adherence to technical standards prior to inclusion on the approved equipment list. ~~Radio equipment evaluation results shall be provided to referring said equipment to the Technical Liaison Committee for approval and to the vendor requesting equipment evaluation. Any disputes regarding the technical evaluation of equipment will be referred to the OCCOPSA Communications Committee, PWPC and OCFCA, OCFCA Communications Committee, OCLC Communications Committee, and OCPWC, with final approval by the Governance Committee.~~

11. 12.0 SYSTEM MODIFICATION COST APPROVALS

Any Law Enforcement Subsystem modification or other action proposed by OCCOPSA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Fire Subsystem modification or other action proposed by the OCFCA which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Lifeguard Subsystem modification or other action proposed by the OCLC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

Any Public Works Subsystem modification or other action proposed by the PWPC which requires Partner or Participating Agencies to obligate funds for cost sharing shall require prior approval by the Governing Body of each Partner or Participating Agency, following approval by the Governance Committee.

loading, an outside channel loading analysis may be pursued at the expense of the requesting Agency.

- Additional terms, conditions, and costs for entry shall be included in an ~~addendum to this Agreement~~; a separate agreement as established by the Governance Committee. The Governance Committee is given said authority under this Agreement with the understanding that adequate fees will be charged as appropriate. Said ~~addendum~~ separate agreement shall address any direct or indirect compensation to ~~Participating Partner Agencies or Users~~ for System Backbone usage by new Participating Agency(s). ~~or User(s)~~.
- County shall obtain the approval of the Governance Committee to determine the appropriate additional terms, conditions, and costs to be included in said addendum. ~~(Preliminary policy has been developed.)~~
- Any such new Participating Agency(s) ~~or User(s)~~ hereafter who shall desire to become a party to this Agreement may do so by executing a copy of this said separate Agreement and assenting and agreeing to all of the terms, conditions and ~~buy-in~~ system entry and operational costs thereof.
- Compensation may take the form of improvement or modification of System or other contribution for the benefit of all Participating Partner Agencies. ~~/Users.~~

~~13.~~ 14. FUNDING

~~13.1~~ 14.1 System Acquisition (Initial System Acquisition is completed so all sections are deleted.)

~~During the acquisition period, the County will adopt an acquisition budget for the acquisition of the System. The acquisition budget shall include the following: (a) the System acquisition costs and (b) the allocation of costs among the Participating Agencies in amounts necessary to cover the acquisition budget items.~~

~~Attached hereto as Exhibit "A" is a list of all cities participating in the System, as well as each city's responsible administrator. Exhibit "A" also includes the County and the Orange County Fire Authority and responsible administrators.~~

~~Set forth in Exhibit "C" is each entity's estimated cost allocation for the initial Law Enforcement System implementation including field equipment purchases and installation. Exhibit "C" will be periodically updated to reflect any changed equipment orders or authorized System modification expenses.~~

~~County shall provide to each responsible administrator, as indicated on Exhibit "A," a quarterly financial report from the date of contract initiation for a period of~~

or facilities as necessary, to support the implementation of the System Backbone, the County shall be responsible as lead agency to implement these expansions, modifications, or additions.

14.2 15.2 Field Equipment Facilities

Individual Partner and Participating Agencies shall, at its their sole Participating Agency expense, expand or modify its existing Partner or Participating Agency structures, facilities, or dispatch centers as required to support the installation or enhancement of Partner or Participating Agency System Field Equipment.

15. 16. SYSTEM MODIFICATIONS AND COST SHARING (APPROVED BY BOARD OF SUPERVISORS ON JUNE 24, 2003 AND BY CITY COUNCILS AND OCFA)

15.1 16.1 System Modifications

System modifications may be needed from time to time to meet the changing needs of Participating Agencies. System modifications, expansions or enhancements will not be allowed without technical review by the County and approval by the Governance Committee. System modifications recommended by County and agreed to by the Governance Committee will then be forwarded to Governing Authorities for approval, as appropriate, reflected in revised Schedules "C" and "D," and implemented by County.

Cost sharing of future System Backbone modifications shall be determined based on the benefit to be derived by individual Partner or Participating Agencies.

The cost for any modification intended for the sole use and support of a single Partner or Participating Agency shall be borne by that Partner or Participating Agency.

The cost for any modification intended to improve service for an identifiable group of Partner or Participating Agencies in a local area or Net shall be shared by those Partner or Participating Agencies in a manner agreeable to those Partner or Participating Agencies.

The cost-sharing formula for future System modifications involving all Partner or Participating Agencies will be developed by the Governance Committee and agreed to by the Governing Authorities. ~~Exhibits "C" and "D" will be updated accordingly.~~

~~Beginning January 1, 2000, and continuing each year thereafter, the County, the Cities, and the Orange County Fire Authority, as appropriate, will share in the cost of 800 MHz Backbone System expenses. Prior to January 1, 1999, the Governance Committee shall specify the appropriate costs to be included in this cost-sharing arrangement and the formula on how these costs shall be distributed~~

Emergency radios held in a separate pool will not be included in the radio counts for backbone cost-sharing purposes. Radios, as identified by the Partner or Participating Agency, that are set aside strictly for the purpose of an emergency activation or some other emergency situation, and are not used for any other purpose, will be excluded from backbone cost-sharing counts. Serial numbers for these radios are to be provided by the Partner or Participating Agency. The OCSD/Communications Division will run random radio traffic checks on those radios identified as emergency radios and will advise department heads if any ongoing traffic is occurring.

15.3 16.3 Cities/OCFA Payment of FY 02-03 Backbone Costs

- A. County is authorized to transfer from the County's Site Development and Infrastructure Fund to the County General Fund, an amount equal to the Cities' and OCFA's FY 02-03 share of cost for System Backbone operations. The purpose of this transfer is to finance Cities' and OCFA's FY 02-03 share of the System Backbone costs and to allow cities and OCFA to pay said costs over a period of time. Furthermore, it allows the County to receive said amount in its General Fund as was budgeted for FY 02-03.
- B. Each city and OCFA will amortize its share of the FY 02-03 System Backbone costs, interest free, over a period of 5 years, commencing July 1, 2003, by paying back to County 20% of its share of the FY 02-03 System Backbone cost each year thereafter for five years. Each city and OCFA shall make this payment to County along with its regular System Backbone cost-sharing expense payment for that particular fiscal year.

15.4 16.4 Annual Payment

Commencing July 1, 2003, and continuing each year thereafter, each city and OCFA will contribute 100% of its allocated share of the System Backbone costs based on the formula set forth in ~~15.2.A~~ 16.2.A above. Said payments shall be made on a quarterly basis in advance within thirty days of billing. (Note: Consider adding 13.3 to this section.)

15.5 16.5 New Site Development and Infrastructure Fund

The County will place the approximately \$4.1 million currently in the County's Site Development and Infrastructure Fund, less the amount County is allowed to deduct from that fund pursuant to 15.3.A above, into a separate Site Development and Infrastructure Fund. This fund will be controlled by the 800 MHz Governance Committee. Each project financed from this fund will require prior Governance Committee approval. Each expenditure from the Site Development and Infrastructure Fund must be utilized for County's share of site development and/or infrastructure costs. On June 30, 2008, any remaining balance in the Site

15.7 16.7 No Change to Governance Structure

The Governance Committee structure set forth in Section 48 19 of the 800 MHz CCCS Joint Agreement, to oversee the cost of operations, projects financed from the Site Development and Infrastructure Fund, and to set policies regarding use of the 800 MHz System, is not changed by this Amendment. (This section would be deleted upon establishment of complete Joint Agreement revision.)

15.8 16.8 New Users of CCCS

New users of the System shall be charged pursuant to the policy established by the Governance Committee under Section 46 13.1 of the 800 MHz CCCS Joint Agreement.

15.9 16.9 Budget/Year-End Settlement

- A. The 800 MHz budget and allocation of expenses will be submitted for approval to the Governance Committee ninety (90) to one hundred and twenty (120) days in advance of each fiscal year and communicated to the ~~cities/OCFA~~ Partner or Participating Agencies for purposes of including same in their budgets for the next fiscal year.
- B. As soon as practicable following the end of each fiscal year, a final accounting independent audit shall be performed to determine the actual cost of backbone system operations, infrastructure and maintenance costs for that fiscal year. The findings of this audit shall be made known to the Partners on the 800 MHz CCCS. Thereafter, to the extent there have been contributions made by the ~~county, each city, each participating agency and the OCFA~~ Partner and Participating Agencies which exceed the actual cost of operations and maintenance, the amount of said excess contributions shall be credited to each party in the same proportion as was used to create the excess. Any excess for operational expenses shall be deducted from each entity's fiscal year obligation for the following fiscal year. In the event of a shortfall, each party shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.
- C. Contributions made to infrastructure by each Partner Agency and Participating Agency will be held in either the specific County Account (15L) designated for 800 MHz CCCS infrastructure or system upgrades or in the third-party escrow account as determined by the Governance Committee. In either case, interest earnings will be allocated to these specific funds. If the Governance Committee determines that these funds will be held in the third-party escrow account, the annual cost and fees for this account will be included as a backbone cost-sharing expense. As designated under the 800 MHz Escrow Agreement, unless otherwise

ADDITIONAL PARTICIPATING AGENCIES/USERS OR CONSOLIDATION OF PARTICIPATING AGENCIES

Law Enforcement/Public Works/Fire/Lifeguard Agencies may be added to the system with approval by that Agency's Governing Authority, support by appropriate operational committees, and approval of Governance Committee.

The System is designed to support multiple Participating Agencies. New Participating Agencies may only be added to the System within channel loading limits without degrading the level of service. (Refer to Section 13.1.)

The System must adhere to FCC minimum loading standards. In order to meet the minimum loading standards established by the FCC and to ensure efficient utilization of the System spectrum resource, County will continually monitor the level of use of the System.

The County shall be responsible for coordinating access to the System, training new users in operational and security procedures, and assuring compliance with technical standards. The new Agency may be responsible for the cost of these services.

16.1 17.1

Adding Participating Agencies: New Incorporated or Contract Cities

Cities presently contracting for law enforcement, fire or public works services from the County or other Participating Agencies may in the future desire to form their own departments. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to an independent city system similar to other cities.

Any System Field Equipment or other costs associated with the transition of a New City or Contract City to the System shall be the responsibility of the city unless addressed in a separate agreement with County.

16.2 17.2

Consolidation of Law Enforcement Agencies, Public Works Agencies or Fire Agencies

Cities presently contracting for law enforcement, fire or public works services from the County or other Participating Agencies may in the future desire to consolidate with other departments to form regionalized systems. In such cases, the County shall work with these agencies to develop an appropriate system design and implementation plan to transition to a consolidated system.

Any System Field Equipment or other costs associated with the transition of a Contract City or Independent City to form with others in a consolidated unit shall be the responsibility of the consolidated entity, unless addressed in a separate agreement with the County.

Any System Field Equipment costs associated with adding a Mutual Aid Provider to the System shall be the responsibility of the Mutual Aid Provider and/or the sponsoring Partner or Participating Agency(s).

17. 18. LIABILITY

Each Party listed in Exhibit "A" (the "Indemnitor") shall indemnify, defend, and hold all other parties, and their agents and employees (the "Indemnitees") harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this Agreement which acts or omissions constitute gross negligence. (Revised language was proposed by Newport Beach; will require County Counsel review.)

~~To the fullest extent permitted by law, the County agrees to indemnify, hold harmless, protect and defend each Party listed in Exhibit "A," exclusive of County, together with all directors, officers, employees, and agents of Parties, from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, costs and expenses, attorney's fees, disbursements and court costs, arising directly or indirectly out of the 800 MHz lawsuit entitled "Eriesson, Inc., v. County of Orange, et al (Motorola RPI)."~~

18. 19. GOVERNANCE COMMITTEE

The 800 MHz Governance Committee will oversee implementation and operations of the 800 MHz System including assuring City, County and Orange County Fire Authority Partner and Participating Agency compliance with payment schedules, addressing operational issues affecting System operation and backbone site development, reviewing and approving conversion, implementation and modification and enhancement plans, approving contract pricing changes, resolving disputes between the subsystems or between Participating Agencies Partners or Participating Agencies, approving the policy recommendations of the Committees, approving policy, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement this Agreement.

The Governance Committee shall be responsible for recommending 800 MHz Project operating and capital improvement budgets that are jointly funded by the Parties to the Agreement. The appropriate Governing Authorities will be responsible for approving these budgets through the backbone cost-sharing approval process.

Committee members, as identified below, will also be responsible for coordinating with their appropriate associations/agencies on issues involving Governing Body approvals:

COUNTY OF ORANGE

By _____
Director of General Services Agency Board of Supervisors

Dated: _____

Approved As to Form:
County Counsel

CITY OF: _____

ATTEST:

By: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:
City Attorney

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